

Bk 74 Pg. 7668

MAHOGANY PARK SUBDIVISION

LOCATED IN THE N1/2 OF THE NW1/4, SECTION 33,
T.4N., R.1E., B.M.,

BOISE, ADA COUNTY, IDAHO

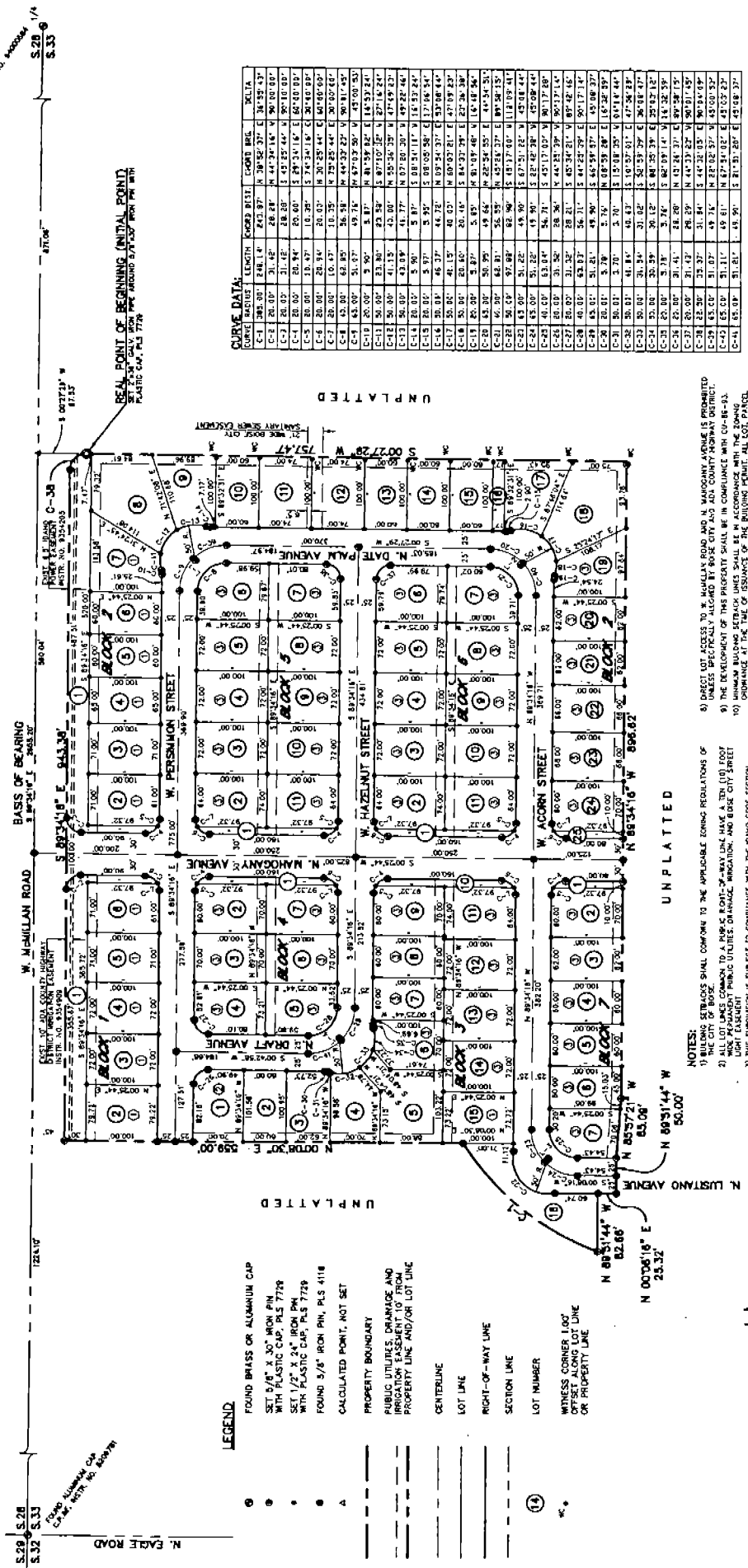
1997

• HUBBLE ENGINEERING, INC. •
BOISE, IDAHO

- SOLAR PROVISIONS**
(AS DERIVED IN THE BOISE CITY SUBDIVISION ORDINANCE)
- ① SOLAR LOT
 - ② SHADE RESTRICTED LOT
 - ③ SOLAR & SHADE RESTRICTED LOT

LINE TABLE:

LINE	BEARING	DISTANCE
L-1	S 89°14'18" E	4.15
L-2	S 89°14'18" E	4.15
L-3	S 89°14'18" E	4.15
L-4	S 89°14'18" E	4.15



LEGEND

- FOUND BRASS OR ALUMINUM CAP
- SET 5/8" X 3/4" IRON PIN WITH PLASTIC CAP, PLS 7729
- SET 1/2" X 3/4" IRON PIN WITH PLASTIC CAP, PLS 7729
- FOUND 5/8" IRON PIN, PLS 4118
- ▲ CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- PUBLIC UTILITIES, DRAINAGE AND EASEMENTS, EASEMENTS, PROPERTY LINE AND/OR LOT LINE
- CENTERLINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- LOT NUMBER
- WITNESS CORNER LOT OFFSET ALONG LOT LINE OR PROPERTY LINE

- NOTES:**
- 1) BUILDING SETBACKS SHALL COMPLY TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF BOISE.
 - 2) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, DRAINAGE, WINDROW, AND EASE CITY STREET.
 - 3) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE BOISE CODE SECTION 31-100 CONCERNING IRRIGATION WATER.
 - 4) ANY PERMANENT LOT THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF BOISE.
 - 5) EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES, DRAINAGE, AND EASEMENTS.
 - 6) ALL LOTS WITHIN THIS SUBDIVISION, THE SHALL-FAMILY RESIDENTIAL LOT, EXCEPT FOR LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, WHICH ARE DESIGNATED AS COMMON AREA LOTS, SHALL BE OWNED AND OCCUPIED BY ONE (1) INDIVIDUAL OR ENTITY, AND SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. THE PROVISIONS OF RECORDED INSTRUMENT NUMBER 1000000000 HAVE BEEN FULFILLED AS OBTAINED BY THE CITY OF BOISE.
 - 7) MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR OTHER CROSSING A LOT IS THE RESPONSIBILITY OF THE OWNER OF THE LOT. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SUBSURFACE DRAINAGE.



CURVE DATA:

CURVE	BEARING	LENGTH	CHORD BEG.	CHORD END	DELTA
C-1	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-2	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-3	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-4	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-5	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-6	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-7	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-8	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-9	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-10	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-11	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-12	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-13	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-14	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-15	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-16	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-17	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-18	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-19	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-20	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-21	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-22	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-23	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-24	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-25	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-26	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-27	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-28	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-29	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-30	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-31	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-32	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-33	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-34	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-35	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-36	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-37	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-38	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-39	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-40	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-41	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-42	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-43	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-44	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-45	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-46	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-47	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-48	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-49	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-50	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-51	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-52	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-53	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-54	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-55	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-56	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-57	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-58	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-59	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-60	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-61	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-62	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-63	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-64	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-65	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-66	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-67	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-68	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-69	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-70	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-71	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-72	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-73	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-74	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-75	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-76	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-77	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-78	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-79	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-80	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-81	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-82	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-83	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-84	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-85	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-86	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-87	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-88	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-89	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-90	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-91	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-92	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-93	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-94	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-95	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-96	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-97	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-98	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-99	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"
C-100	S 89°14'18" E	248.14	39°52'37"	34°52'43"	34°52'43"

DEVELOPER:
KEMAN HOMEEL CONSTRUCTION
BOISE, IDAHO

CERTIFICATE OF OWNERS

[illegible]

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE THE SAME TO THE PUBLIC. THE PUBLIC STREETS AS SHOWN ON THIS PLAT, THE EASEMENTS AS SHOWN ON THIS PLAT AND THE EASEMENTS NOT SHOWN ON THIS PLAT ARE NOT TO BE DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND THE UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

HOWELL-MURDOCH CORPORATION

Kevin A. Howell
KEVIN A. HOWELL, PRESIDENT

ACKNOWLEDGEMENT

STATE OF MAHARASHTRA
S.S.

14. ON THIS 17th DAY OF September, 1911, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KEVIN A. HOWELL, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE HOWELL-MURDOCH CORPORATION, AN IDAHO CORPORATION, WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME ON BEHALF OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



John D. Davis
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

4.24.99

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA }

HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Howell-Murdach Corp
AT 11 MINUTES PAST 11 O'CLOCK A.M. ON THIS 23 DAY OF July 1947 IN
BOOK 74 OF PLATS AT PAGES 160A AND 766A. INSTRUMENT NO. 97057312

Linker FEB-1100

S. David Navarro
EX-OFFICIO RECORDER

CERTIFICATE OF SURVEYOR

GREGORY G. CARTER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

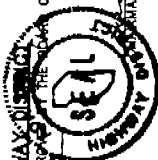


GREGORY G. CARVER

DATE NO. 7728

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 8 DAY OF JANUARY 1994



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

ALL SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL



Michael J. Hunt
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, ~~IDaho~~ HEREBY APPROVE THIS PLAT



CITY ENGINEER

APPROVAL OF CITY COUNCIL

THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 22ND DAY OF October, 1992, THIS RESOLUTION WAS DULY ACCEPTED AND APPROVED.



CERTIFICATE OF COUNTY SURVEYOR

THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



PROSTATECTOMY

CERTIFICATE OF THE COUNTY TREASURER

THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

7-23-97



Relate

97017065

Howell-Murdoch

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MAHOGANY PARK SUBDIVISION

'97 MAR 5 PM 1 05

FEE 204.00 DEP *Jackson*
RECORDED AT THE REQUEST OF

March THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Mahogany Park Subdivision is made effective as of the 5th day of February, 1997, by Howell-Murdoch Development Corporation, an Idaho corporation, (hereinafter "Grantor" or "Declarant").

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Mahogany Park Subdivision (this "Declaration") is all of that property in Ada County, State of Idaho, which is contained in Mahogany Park Subdivision legally described on Exhibit A attached hereto.

1.2 Purpose of Declaration. Mahogany Park Subdivision is a residential development, which Grantor currently intends to develop in accordance with existing governmental development approvals obtained or any other development plan(s) for which Grantor may from time to time obtain governmental approval. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon.

ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The

COVENANTS, CONDITIONS AND RESTRICTIONS - 1

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terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE III: DEFINITIONS

3.1 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.2 "Mahogany Park Subdivision" shall mean the Property described on Exhibit A.

3.3 "Assessments" shall mean those payments required of Owners and Association Members.

3.4 "Association" shall mean Mahogany Park Neighborhood Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

3.5 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association and includes its authorized representatives.

3.6 "Building Lot" shall mean one or more lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.7 "Bylaws" shall mean the Bylaws of the Association (a copy of which is attached hereto as Exhibit C).

3.8 "Common Area" shall mean any or all parcels of Mahogany Park Subdivision that are designated on the Plat as private streets or drives, common open space, common areas and common landscaped areas, including but not limited to the following parcels which Declarant shall deed to the Mahogany Park Neighborhood Association:

Lot 1 Block 1	(Landscape Area)
Lot 1 Block 2	(Landscape Area)
Lot 1 Block 4	(Subsurface Drainage Trenches and Landscaping - Section 4.8 below)
Lot 1 Block 5	(Landscape Area)
Lot 1 Block 6	(Landscape Area)
Lot 1 Block 7	(Landscape Area)
Lot 10 Block 3	(Subsurface Drainage Trenches and Landscaping - Section 4.8 below)
Lot 16 Block 3	(TOT Lot - Section 4.9 below)
Lot 16 Block 2	(Subject to Micro-path Easement to Meridian School District Pioneer Elementary School - Section 4.10 below)
Lot 25 Block 2	(Landscape Area)

The Association shall manage, maintain and operate these common area lots.

3.9 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.10 "Grantor" shall mean Howell-Murdoch Development Corporation and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by grantor or its successor.

3.11 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.12 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to ten percent [10%] of the cost plus interest) incurred by

the Association for corrective action performed pursuant to the provisions of this Declaration. (See Corrective Action, Section 9.1.1 below.)

3.13 "Member" shall mean each person or entity holding a membership in the Association.

3.14 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory title retaining contracts of sale, but excluding those having an interest merely as security for the performance of an obligation.

3.15 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.16 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.17 "Property" shall mean those portions of the Property described herein including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property.

3.18 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of the Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration.

3.19 "Set-up Assessment" shall mean that initial fee payable to the Association to set up the Association, and is set out in Article VIII below. This set up fee is assessed against each lot.

3.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of Article VIII of this Declaration.

3.21 "Transfer Special Assessment" shall mean that twenty-five dollar (\$25.00) fee assessed against such lot to be paid to the Association on each transfer of legal title and recording of a deed

to a lot in this subdivision. This transfer assessment is set out in Article VIII below.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1 Prior Plan Approval. No building, fence, wall, structure or improvement or obstruction shall be placed or permitted to remain upon any part of said properties unless a written request for approval thereof containing the plans and specifications, including exterior color scheme, has been approved by the Board or a person designated by the Board to approve same. The approval of the Board shall not be unreasonably withheld if the plans and specifications comply with these CC&R's, government ordinances, and are in general in harmony with the existing structures located in this Subdivision.

4.2 Government Rules. In the event any part of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, as existing or as amended, then the more restrictive governmental rule, regulation or ordinance shall apply. Nothing contained herein shall be construed to mean that a property owner can violate any governmental rule, regulation or ordinance.

4.3 Restrictions in General.

4.3.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The minimum floor area square footage shall be as follows:

- a) 1,200 Square Feet minimum for one-story dwellings constructed on Lots 2-6, Block 1; Lots 2-8, Block 2; Lots 1-5, Block 3;
- b) 1,250 Square Feet minimum for one-story dwellings on the remainder of lots in Mahogany Park.
- c) 1,250 Square Feet minimum for any two-story dwellings on any lot in Mahogany Park; provided,

however, in any such two-story dwelling the ground floor shall have a minimum of 1,000 square feet.

For purposes of determining square footage, eaves, steps, open porches, car ports, garages, and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted.

Basements. While basements are allowed, they are discouraged. In order to construct a basement each builder or owner must first secure a certification from a licensed engineer that the water table and soil conditions are proper for a basement. Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and owner builds and owns their basement at their own risk.

4.3.2 Accessory Structures. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the Board. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; c) generally screened from public view; and d) approved by the board.

4.3.3 Setbacks. All setbacks shall comply with the pertinent local government Ordinances and the Solar Covenants referred to in 4.3.7 below.

4.3.4 Garages. All residential dwellings shall have an attached enclosed garage which holds no less than two cars and no more than three and shall be constructed of the same materials and colors as the main building or as approved by the Board.

4.3.5 Exterior; Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling.

a) Thirty (30%) Percent Brick, Stone, Stucco on Front Exposure. The front exposure of the dwelling shall be covered by brick, stone or stucco over at least thirty (30%) percent of the total square

footage of the area of the "front exposure" of the dwelling. The "front exposure" area shall be that area from the eaves to the ground and from the side corner to the opposite side corner on the exterior of the dwelling generally parallel with the street and which contains the main entrance doorway. (Dwellings on a corner lot need have only one "front exposure"). The Architectural Control Board may approve a different percentage.

To compute the thirty (30%) percent of the front exposure, windows and garage doors shall be excluded. (For example, if the front exposure of the dwelling is a total of 600 square feet and the windows and garage doors are 200 square feet, then at least thirty (30%) percent of the remaining 400 square feet would be covered by brick, stone or stucco).

b) Bay Windows, Etc. Bay windows, broken roof lines, gables, hip roofs, etc. are strongly encouraged as are brick, stone or stucco for the full height columns on the sides of the garage. Also encouraged are brick, stone or stucco full wainscoting on the front exposure.

4.3.6 Roofs. Roofs must be of at least 5 in 12 pitch. No gravel roofs will be allowed. All roofing materials shall be composition shingles.

4.3.7 Solar Covenants. Each lot in this subdivision shall be subject to and each lot owner shall comply with that "Declaration of Solar Covenants, Conditions and Restrictions for Mahogany Park Subdivision", attached hereto as Exhibit B and incorporated herein by reference.

4.3.8 Driveways. All Lots shall be provided with a paved driveway and a minimum of two paved off-street automobile parking spaces within the boundaries of each Lot. No driveway or parking area shall be dirt, rock, gravel or asphalt.

4.3.9 Colors. Exterior colors of earth tones or light blues or greys shall be encouraged for the body of the house. Bright, bold or very dark body colors shall be discouraged. Dark roof colors shall be encouraged. Approval of exterior colors must be obtained from the

Board, and any changes to colors or exterior in the future must be approved by the Board.

4.3.10 Pole Lights. Each home shall have a photo-sensitive pole light installed in the front yard within five (5) feet of the sidewalk and five (5) feet of the driveway, with a minimum bulb power of 40 watts, designed to switch on automatically at sunset and off at sunrise. Installation is the specific responsibility of the lot Owner.

4.3.11 Landscaping. Landscaping of front yard shall be completed within thirty (30) days of substantial completion of the home. For purposes here the "front yard" shall be defined as that portion of the Building Lot from one side lot line to the opposite side lot line lying in front of the front exposure of the structure. For Building Lots on corners the "front yard" for purposes here shall also include that portion of the Building Lot from the front of the structure to the rear of the structure to the side street (i.e., the side yard next to the side street). Landscaping shall include sod in the front yard and two trees of at least 2" caliper (and one tree of at least 2" caliper in the side yard for corner lots). Berms and sculptured planting areas are encouraged. Grass shall be planted or sodded in the back yard within one year of occupancy. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Board.

4.3.12 Fences.

a) Subdivision Perimeter Fences. Grantor shall construct a perimeter fence around the exterior of this subdivision property (except for entrance or exit roadways or where omitting such fencing is permitted by Boise City). The common area landscaped lots adjacent to roadways shall lie outside of this perimeter fence (i.e., the Common Area landscaped lot shall lie between the fence and the public roadway). Along the Western boundary of Lot 2 Block 1 and Lots 1-5 Block 3, this perimeter fence shall be an 8' tall block wall as approved by the City of Boise. The exterior of this wall shall be maintained by the Association. After Grantor has transferred title to any lot which contains a portion of this perimeter fence or wall it shall be

the responsibility of the owner of the lot to maintain, repair and/or replace as needed that portion of the perimeter fence (or interior portion of the block wall for lots adjoining the wall) located on that owner's lot. Said maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious. The Association may maintain such perimeter fencing or walls as the Association deems prudent.

b) Common Areas Fences. Those fences constructed on Lot 16 Block 2 and Lot 16 Block 3 by Grantor shall be common area fences and shall be maintained by the Association.

c) Other Owner Fences. Other fences by Lot Owners are not required. If a fence is desired, plans for it shall be approved by the Board prior to construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as a 6-foot, dog-eared cedar. Chain link fences are not allowed except along ditches or water retention areas. Fences shall not be built closer to the front of the lot than even with the front corner of the house, nor within 20 feet of any street rights of way.

4.3.13 Construction Time. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

4.3.14 Construction on Premises. No pre-existing dwelling or pre-fabricated dwelling shall be moved onto any lot. All dwellings in this Subdivision must be constructed on the lot.

4.3.15 Sewer. All bathroom, sink and toilet facilities shall be located inside the dwelling, and connected by underground pipe to lot line sewer.

4.3.16 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Board.

4.3.17 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board; provided, however, that nothing in this section shall be deemed to prevent an Owner from, or require the approval of the Board for, transferring or selling any Building Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

4.3.18 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in Boise City Ordinances, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. No Owner shall permit any party or other activity in the Common Area or such Owner's dwelling unit which makes or causes to make noises which might tend to unreasonably interfere with the peace and quiet of the other Owners or occupants. No radio or other sound system shall be operated on the Property except at a low sound level. No offensive noise, language or behavior is allowed. The use of fireworks, firecrackers and any type of firearms on the Property is strictly prohibited and is subject to formal complaint to the Police Department.

4.3.19 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees, landscaping or that lot's portion of the perimeter fence (if applicable), which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot, the Board upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon

such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the costs as set out in Paragraphs 9.1.1 and 8.8.

4.3.20 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.3.21 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the Board of Directors. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.3.22 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or the streets in the property, except temporarily as may be required by construction activity undertaken on the Property.

4.3.23 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Board. To the extent possible, garage doors shall remain closed at all times. Removal of Vehicles; Warning. The Board or its representatives may remove any vehicles in violation of this section at any time after giving the owner three (3) business days written notice of its intent to do so. For any such vehicles removed,

the Owner shall reimburse the Board, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs. (See Paragraph 9.1.1.)

4.3.24 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. Chronic dog barking shall be considered a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, or other household pets which do not unreasonably bother or constitute a nuisance to others. All dogs must be leashed when outside a dwelling unit (or the lot's enclosed fences), shall not be kenneled outside of a dwelling unit, and shall not be allowed in the Common Area. The construction of dog runs or other pet enclosures shall be subject to Architectural committee approval, and shall be maintained in a sanitary condition and properly screened.

4.3.25 Signs. No sign of any kind shall be displayed to the public view without the approval of the Board of Directors except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) such signs identifying the development, or informational signs, of customary and reasonable dimensions as prescribed by the Board of Directors may be displayed on or from the Common Area; (3) one (1) sign of customary and reasonable dimensions as prescribed by the Board of Directors as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease; and (4) any sign required by the governing authorities. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. No sign naming the contractor, the architect, and/or the lending institution for a particular construction operation shall be displayed to the public view without the approval of the Grantor and the applicable Board of Directors. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Board of Directors.

4.3.26 Commercial Activity Prohibited. No commercial business or home commercial occupation which requires visits from clients or customers or commercial

delivery vehicles shall be conducted from any dwelling unit or structure. Child day cares and rooming houses where a fee is charged are specifically prohibited.

4.3.27 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through Settler's Irrigation District via a pressurized underground irrigation system. This system shall be owned by the Association. All main lines, pumping works and the like shall be maintained and operated by the Association and each lot owner shall pay prorata for the costs of maintenance and operation of the pressurized irrigation system attributable to Mahogany Park. Each lot owner shall be responsible for that lot owner's own irrigation system on that owner's lot and shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors.

a) Cooperative Agreement. It is contemplated that a cooperative agreement will be entered into between the Mahogany Park Neighborhood Association, the Albertson's parcel to the West, and the Murdoch parcel to the East. This cooperative agreement will cover, among other things, the sharing of water, water costs, the maintenance and operation of pumping and irrigation facilities and the water rotation schedule mutually beneficial to the three parcels of land. At such time as that cooperative agreement is entered into, all lots in this subdivision shall be subject to that agreement.

b) Water Costs: All irrigation water costs shall be paid by the lot owners either from individual assessments against each lot by Settler's Irrigation District or other water supplies; or, if the water supplier provides one billing to the Association for all of Mahogany Park, then the water costs shall be paid as part of the Association's pro-rata assessments to lot owners. Each lot owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. (For example, if Settler's Irrigation gives one common billing to the Association, each new owner shall pay an equal pro-rata share whether that owner uses the water or not.) Each lot owner shall use all reasonable efforts to conserve and not waste irrigation water.

c) Rotation; Rules. The Board may establish a water rotation schedule for all lots and common areas in Mahogany Park and general rules for the times and use of irrigation water. All lot owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use the PUI and irrigation waters.

d) Backup Water System. Because of the uncertainty of irrigation water in a dry climate like Boise's, each owner is strongly encouraged to provide a backup connection for irrigation to City water when the individual lot owner's irrigation and sprinkler system is installed. All such backup connections shall be built in compliance with City ordinances and building codes and shall not be constructed without proper anti-syphon systems. The water costs to each owner for any such backup water supply shall be the responsibility of each lot owner separately as billed through that water supplier.

e) No Liability. Neither Declarant, its agents, employees, officers, directors, or shareholders, nor the Association or its officers, directors, employees or agents shall have any liability of any kind whatsoever to any owner or occupant for any claims or losses of any kind due to a failure of the water system or shortage of water for any reason.

4.3.28 Lot Grading and Drainage Requirements. Each lot owner shall grade and maintain their individual lot to prevent the runoff of storm water onto adjacent owner's lots. All lots shall be graded such that storm drainage does not flow into the public right of way; provided, however, the first twenty (20) feet of the lot adjacent to the public right of way may be graded towards the public right of way. All portions of the side and rear yards shall be graded and drained to the center area of the rear yard on the lot.

4.4 Additional Easements. In addition to the easements shown on the recorded plat, an easement is further reserved and each Lot shall be subject to an easement five (5) feet on each side of all

other lot lines for installation and maintenance of utilities, irrigation and drainage.

4.5 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or resubdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.6 Water; Water Rights. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following: a) that such property is in an irrigation district, including but not limited to Settler's Irrigation District; b) that the water in said district has not been transferred from this property; c) that each Owner of any Lot is subject to all assessments levied by any irrigation district or water supplier and/or the Association; d) that each Lot Owner shall be responsible to pay any levies of the irrigation entity or the Association or the water supplier attributable to that Lot; e) that these assessments are a lien upon the Lot. Each owner or occupant of any Lot in Mahogany Park Subdivision specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers and directors relating to water irrigation water in Mahogany Park Subdivision.

4.7 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance is more restrictive than these CC&R's, then in such event these CC&R's shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.8 Subsurface Storm Drainage Trenches in Mahogany Park; Maintenance; ACHD: Lot 10 Block 3 and Lot 1 Block 4 of Mahogany Park Subdivision (both Common Area lots) shall contain subsurface storm drainage trenches to handle drainage. The drainage system on these lots shall be maintained by the Association or ACHD (Ada County Highway District) as follows:

4.8.1 "Heavy Maintenance. Heavy maintenance consists of periodically inspecting the subsurface trenches and facilities to ensure they are functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. ACHD may elect to perform this "heavy" maintenance and shall be allowed by the Owners and the Association to perform this maintenance work. In the event ACHD shall decide not to do so "heavy" maintenance, then the Association shall do so.

4.8.2 Easement to ACHD for Heavy Maintenance. ACHD is hereby granted an easement over the entire Lot 10 Block 3 and Lot 1 Block 4 as needed for maintenance of the subsurface trenches by ACHD.

4.8.3 "Light" Maintenance. The Association shall provide all "light" maintenance of the subsurface trenches and Lot 10 Block 3 and Lot 1 Block 4, including keeping the areas free of weeds, trash and debris.

4.8.4 No Structures. No permanent structures or improvements shall be erected on Lot 10 Block 3 or Lot 1 Block 4.

4.8.5. Association Failure to Maintain; ACHD Remedies. In the event that ACHD determines, in its sole discretion, that the Association is not adequately performing the light maintenance of the subsurface trenches, then ACHD shall, before undertaking maintenance of said common area, provide written notice of its intention to begin maintenance on behalf of the

Association within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the subsurface trenches to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of Lot 10 Block 3 and Lot 1 Block 4 perform such inspection and maintenance of the subsurface trenches. Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all lots within Mahogany Park Subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and facilities contained therein without the prior written approval from ACHD. The Association and all Lot Owners by accepting title to a Lot agree that all Lot Owners within these Subdivisions are benefitted property owners of such maintenance.

4.9 Tot Lot. Common Area Lot 16 Block 3 in Mahogany Park Subdivision is designated as a "Tot Lot" for the use and enjoyment of all the children residing in Mahogany Park. This lot, as all other common lots, shall be deeded to the Association and shall be maintained by the Association.

4.9.1 Tot Lot Equipment. Declarant may install such playground equipment as Declarant elects. Any such equipment installed shall belong to the Association.

4.9.2 No Liability. Each lot owner by accepting a deed to a lot in Mahogany Park and each occupant by occupying a lot in Mahogany Park and each user of the Tot Lot by using the Tot Lot specifically agrees that the Declarant, its agents, officers, employees and

shareholders shall have no liability of any kind whatsoever relating in any way to the use of the Tot Lot including, but not limited to, any accidents or bodily injuries which result from the use of the Tot Lot. Nor shall the Association, its officers, agents, or employees have any such liability. All lot owners, occupants and users of the Tot Lot specifically waive any and all claims relating to the use of this Tot Lot.

4.10 Common Area Lot 16 Block 2; Micro-Path Easement to Pioneer Elementary School. Lot 16 Block 2 is a common lot to be deeded to the Association, and contains a recorded easement to the Meridian School District for a micro-path. This micro-path is for the ingress and egress of pedestrian and bicycle traffic to and from Mahogany Park Subdivision and what is now known as Pioneer Elementary School in the Meridian School District. This common area lot, the micro-path, the landscaping and fencing on this lot shall be maintained by the Association. No motorized vehicles of any kind shall be allowed to use this common area lot.

ARTICLE V: MAHOGANY PARK NEIGHBORHOOD ASSOCIATION, INC.

5.1 Organization of Mahogany Park Neighborhood Association, Inc.. Mahogany Park Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws (attached hereto as Exhibit C) and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is

determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member(s) on the day of the vote. One lot, one vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to three (3) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association on the happening of either of the following events, whichever occurs earlier:

(a) when eighty-five (85%) percent of the Building Lots have been sold to Owners other than Grantor; or

(b) on December 31, 2002.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers or agents as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same

may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights and pressurized irrigation systems when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws.

5.5.1.3 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any

maintenance or construction for which the Association is responsible, or to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements. The power to enter into any cooperative agreements regarding water or the pressurized irrigation system. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area or any additional easement areas of any Lots as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.4.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.5.1.4.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.4.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping

abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area.

5.5.2.2 Maintenance of Berms, Retaining Walls, Fences, Common Irrigation System and Retention Drainage Trenches. Maintain any and all berms, retaining walls, fences, common irrigation systems and any retention drainage trenches within and abutting the Common Area.

5.5.2.3 Taxes and Assessments. Pay all real and personal property taxes and Assessments including but not limited to water costs separately levied against the Common Area or against the Association and/or any other property owned by the Association. Such taxes, Assessments and water costs may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local

taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.4 Water and Other Utilities. Acquire, provide and/or pay for water, operations costs, landscaping replacements, maintenance and other necessary services for the Common Area or the pressurized irrigation system.

5.5.2.5 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.5.2.5.1 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area.

5.5.2.5.2 Full coverage directors' and officers' liability insurance.

5.5.2.5.3 Such other insurance, including motor vehicle insurance and Workmen's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.5.4 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.5.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.5.2.6 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor or its officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, the Grantor, or any committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 Operating Statement. A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement

shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned thereto.

5.7.2 Balance Sheet. Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot at the address for the lot in the subdivision, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: ARCHITECTURAL CONTROL

No building, structure, fence, wall, hedge, landscaping, painting, ornament, obstruction, berm, driveway, or Improvement shall be placed on, under, over or across any part of Mahogany Park Subdivision unless a written request (given to one of the Board or

a person designated by the Board) for approval thereof containing the plans and specifications therefor, including exterior color scheme, if applicable, has been approved, in writing, by a member of the Board of Directors of the Association or any person designated by them. The initial Board of Directors and their addresses is as follows: Kevin Howell, 1087 West River Street, Suite 250, Boise, ID 83702; Donald Minegar, 6933 E. Emerald, Boise, ID 83704; and Chuck Rosco, 6933 E. Emerald, Boise, ID 83704. In the event the Board fails to approve or disapprove such request within thirty (30) days after such request has been submitted in writing, approval shall not be required as provided in this Article and this Article will be deemed to have been complied with.

ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which shall be owned by the Association, subject to the following provisions:

7.1.1 The right of the Association holding or controlling the Common Area to levy and increase Assessments;

7.1.2 The right of the Association to suspend the voting rights and rights to use of, except for ingress and egress to such Owner's Building Lot, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded and the Grantee has agreed in writing to accept such transfer.

7.1.4 The right of the Association to prohibit the construction of structures or Improvements on the Common Area.

7.1.5 The right of the Association to publish reasonable rules and regulations governing the use of the Common Area.

7.1.6 The right to restrict use of any common areas which are subject to ACHD or other easements or any areas where use would not be appropriate.

7.2 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult, and such owner's agents, contractors or invitees. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE VIII: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Mahogany Park Subdivision each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonably attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

8.2 Regular Assessments. All Owners, including Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

8.2.1 Initial Regular Assessment: The initial regular assessments for the first calendar year are estimated to be One Hundred Eighty Dollars (\$180.00) per year per lot (approximately \$15.00 per month) and shall be prorated on a calendar year basis based on the date of closing. This initial Regular Assessment shall be paid to the Association by the Buyer and shall be paid upon closing of the first transfer of the lot from the Declarant.

8.2.2 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal, attorneys fees, accounting fees, management fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be established by the Board and to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

8.2.3 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual calendar basis. The Board shall compute the amount of Regular Assessments owed beginning the date the first lot transfer is recorded. Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each calendar year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next calendar year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

8.2.4 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in

monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by dividing the Association's total advance estimate of Expenses by the total number of Building Lots in the Property (i.e, each Owner of a Building Lot shall pay an equal share of Regular Assessments).

8.3 Special Assessments.

8.3.1 Transfer Special Assessment. Upon each transfer of any lot in the subdivision and the recording of the deed each Buyer at closing shall pay to the Association a special transfer assessment of Twenty-Five (\$25.00) Dollars.

8.3.2 Set-up Assessment: Upon the first sale of any lot in this subdivision from the Declarant, the Buyer shall pay to the Association at closing an initial Association set-up fee equal to One Hundred Eighty (\$180.00) Dollars. This fee shall be a one time initial set up fee, and shall not be prorated for any time left in the calendar year. This set up assessment shall be paid in full regardless of the time of year of the closing.

8.3.3 Excess Assessments. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such expenses and levy an Excess Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No such Assessment shall be levied which exceeds twenty-five percent (25%) of the budgeted gross expenses of the Association for that calendar year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Excess Assessment will be paid. Every Excess Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Mahogany Park Subdivision together with the 10% management fee and interest as provided in Paragraph 9 below.

8.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

8.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.

8.7 Notice and Assessment Due Date. Except for the Special Transfer Assessment, the set-up assessment and initial prorated regular assessment, written notice of all other assessments shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within ten (10) days after the levy and notice thereof. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, late fees, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Building Lot.

8.8 Late Fees; Interest on Past Due Assessments: Assessments of any kind which are not paid within ten (10) days of the due date shall be assessed an additional late charge of \$25.00. In addition, interest shall be paid on the unpaid assessment at the rate of one and one-half percent (1-1/2%) per month from the date the assessment was due until the date of payment.

8.9 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates

to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE IX: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to comply with the terms, covenants, conditions and restrictions contained herein and to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Board or its authorized representative may enforce these covenants or the obligations of the Owner hereunder by: a) direct corrective action against the Owner or the offending violation; b) litigation at law or in equity; c) foreclosure of the liens created herein; d) expenditure of funds to remedy any violations; and/or e) any other lawful action.

9.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of 1-1/2% per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action. Such shall be a Limited Assessment against that Lot and that Lot Owner and shall create a lien enforceable in the same manner as other assessments set forth in these CC&R's. The Owner of the offending property shall also be personally liable and such Owner's property may be subject to a lien for all costs, management fees, late fees, interest and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due including but not limited to attorney

fees, recording fees and costs. If such an assessment is not paid within ten (10) days of notice of the limited assessment, the Owner shall also be subject to late fees set out in Paragraph 8.8.

9.1.2 Notice of Corrective Action: Prior to taking corrective action the Board, or its authorized representative, shall give notice to the Owner of the violation of these Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice the Owner consents to corrective action by the Board or its representatives and shall pay all the costs of such corrective action as set out in these Declarations.

9.2 Assessment Liens.

9.2.1 Creation. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest and all costs as provided in these Declarations. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such

delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

9.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 9.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

9.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration

shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE X: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Area, resulting from the normal use of adjoining Building Lots or Common Area, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area subject to the restrictions contained herein and in the recorded plat.

10.2 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

10.2.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Mahogany Park Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article X, shall be entitled

to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Board, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

ARTICLE XI: MISCELLANEOUS

11.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2025, unless amended as herein provided. After December 31, 2025, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Boise and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

11.2 Amendment.

11.2.1 By Grantor. Except as provided in paragraph 11.2.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

11.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article XI, shall be by an instrument in writing signed and acknowledged by the

president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-seven percent (67%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XI shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

11.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

11.2.4 Annexation of Additional Area. Declarant reserves the right to and at any time may annex and include additional areas owned by Declarant into these Declarations. Declarant may annex said additional areas by recording a "Notice of Annexation" with the County Recorder of Ada County specifically describing the additional property to be annexed and referring to these Declarations and specifically stating any other or modified or additional restrictions that apply to the additional lands. Upon recording of the Notice of Annexation, these Covenants, Conditions and Restrictions shall apply to the additional lands (as added to or modified by the Notice of Annexation) as if the additional land were originally covered herein. Thereafter, the rights, privileges, duties and liabilities of all parties with respect to the additional lands and the lands described herein will be governed by these Declarations and the Notice of Annexation as if all had been done originally.

11.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such

first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residential address in the subdivision of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

11.5 Enforcement and Non-Waiver.

11.5.1 Right of Enforcement. The Declarant, the Board, the Neighborhood Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by any entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Nothing contained herein shall be construed as an obligation of the Declarant, Board, or Mahogany Park Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Mahogany Park Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's.

11.6 Successors and Assigns. All references herein to Grantor, Owners, the Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

IN WITNESS WHEREOF, the Grantors hereto have set their hands this 5th day of March, 1997.

HOWELL-MURDOCH DEVELOPMENT
CORPORATION

By J. C. Howell
Kevin Howell, President

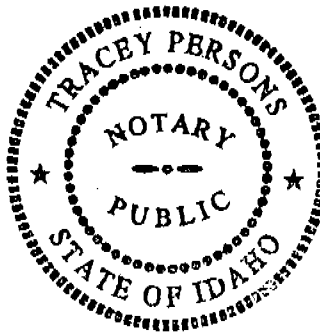
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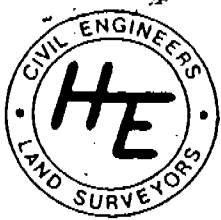
COUNTY OF ADA,)

On this 5th day of March, 1997, before me, the undersigned a Notary Public in and for said State, personally appeared Kevin Howell, known or identified to me to be the President of Howell-Murdock Development Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tracey Persons
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 9-29-99



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0325

PROJECT NO. 9605800

AUGUST 15, 1996
REVISED SEPTEMBER 5, 1996

DESCRIPTION FOR MAHOGANY PARK SUBDIVISION

A PARCEL OF LAND LOCATED IN THE N1/2 OF THE NW1/4 OF SECTION 33, T.4N., R.1E., B.M., BOISE, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 33 FROM WHICH A BRASS CAP MARKING THE N1/4 CORNER OF SAID SECTION 33 BEARS SOUTH 89°34'16" EAST, 2655.20 FEET;

THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 33 SOUTH 89°34'16" EAST, 1784.14 FEET;

THENCE LEAVING SAID NORTH BOUNDARY LINE SOUTH 00°27'29" WEST, 67.53 FEET TO A 2" X 36" GALVANIZED IRON PIPE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MCMILLAN ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING (INITIAL POINT).

THENCE THE FOLLOWING COURSES AND DISTANCES TO IRON PINS;

CONTINUING SOUTH 00°27'29" WEST, 757.47 FEET;

THENCE NORTH 89°34'16" WEST, 896.62 FEET;

THENCE NORTH 85°57'21" WEST, 85.09 FEET;

THENCE NORTH 89°51'44" WEST, 50.00 FEET;

THENCE NORTH 00°08'16" EAST, 25.32 FEET;

THENCE NORTH 89°51'44" WEST, 82.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

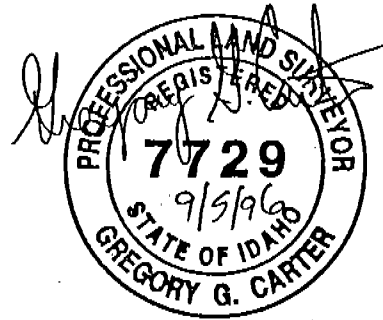
THENCE ALONG SAID CURVE 248.14 FEET, SAID CURVE HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE 36°55'43" AND A LONG CHORD OF 243.87 FEET WHICH BEARS NORTH 38°52'37" EAST;

THENCE NORTH 00°08'30" EAST, 559.00 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST MCMILLAN ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 89°34'16" EAST, 943.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE 35.37 FEET, SAID CURVE HAVING A RADIUS OF 22.50 FEET, A CENTRAL ANGLE OF 90°04'09" AND A LONG CHORD OF 31.84 FEET WHICH BEARS SOUTH 44°32'05" EAST TO THE REAL POINT OF BEGINNING, CONTAINING 17.70 ACRES, MORE OR LESS.

PREPARED BY:
HUBBLE ENGINEERING, INC.



GGC/BH/1400.DES

GREGORY G. CARTER, P.L.S.

DECLARATION OF SOLAR COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR MAHOGANY PARK SUBDIVISION

This Declaration, made on the date hereinafter set forth by Howell-Murdoch Development Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Ada, State of Idaho, known as Mahogany Park Subdivision, which is more particularly described in Exhibit A attached to the Covenants, Conditions and Restrictions for Mahogany Park Subdivision of which these are a part.

WHEREAS, the Boise City Code requires that private restrictions be recorded with subdivision plats which provide the same level of solar access protection as required under the City's solar setback and new development solar access design ordinances;

W I T N E S S E T H

NOW, THEREFORE, in recognition of the economic and environmental benefits of solar energy use, Declarant desires to provide for the preservation of solar access in the subdivision and to that end desires to impose, in the form of covenants, conditions and restrictions running with the land, a general scheme of solar

B

access protection upon the ownership, use and occupation of all lots therein which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

SOLAR ACCESS DEFINITIONS

A. Exempt Tree: Any preexisting vegetation as defined in Article II, Section B or any vegetation included on the list of solar friendly vegetation kept by the City of Boise's Public Works and Community Planning and Development Departments.

B. Front Lot Line: The line represented by the connection of the most distant corners of a lot, including flag lots, where said corners are in common with the boundary of a public or private road. For corner lots, the front lot line is designated on the plat.

C. North Slope: The gradient, in percent slope, from the average finished grade of the front lot line of the shade restricted lot to the average finished grade of the solar lot line of a solar lot. The slope must be downward or decreasing in elevation from south to north.

D. Restricted Vegetation: A tree or other vegetation which is either evergreen, or if deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has a

dense branching pattern which generally tends to block a high level of the sun's rays during the heating season. Refer to the list of "solar friendly" trees on file with the Boise City Public Works and the Community Planning and Development Departments.

E. Shade: That portion of the shadow cast by the shade point of a structure or vegetation exceeding an 11.5 foot point at the solar lot line at solar noon, January 21.

F. Shade Point: That part of a structure, tree or other object, on a shade restricted lot, which casts the longest shadow (the most northerly shadow) when the sun is due south on January 21, at an altitude of twenty-six (26) degrees above the horizon, except a shadow caused by a narrow object such as a chimney, antenna, utility pole, wire, etc.

G. Shade Point Height: The vertical distance or height measured from the average elevation at the solar lot line to the shade point. If the shade point is located at the north end of a ridge line of a structure oriented within 45 degrees of a geodetic north-south line, the shade point height computed according to the preceding sentence may be reduced by 3 feet. If a structure has a roof oriented within 45 degrees of a geodetic east-west line with a pitch which is flatter than 6 feet (vertical) in 12 feet (horizontal), the shade point will be the cave of the roof. If such a roof has a pitch which is 6 feet in 12 feet or steeper, the shade point will be the peak of the roof.

H. Shade Restricted Lot: Any lot within the subdivision that is southerly of and adjacent to a solar lot. These lots have some restriction on vegetation types and structure height.

I. Solar Friendly Vegetation: A tree or other vegetation which is included on the solar friendly vegetation list kept by the City of Boise's Public Works and Community Planning and Development Departments.

J. Solar Lot: A lot which has the following characteristics:

1. The front lot line is oriented within thirty (30) degrees of a geodetic east/west bearing;
2. The lot to the immediate south has a north slope of ten (10) percent or less;
3. Is intended for the construction of an above ground inhabited structure.

K. Solar Lot Line: The most southerly boundary of a solar lot: the line created by connecting the most distant southerly corners of the solar lot.

L. Solar Setbacks: The minimum distances, measured perpendicular in a southerly direction, from the center of the solar lot line to the shade point of a structure or to restricted vegetation based upon its height at maturity on the shade restricted lot.

ARTICLE II

SOLAR ACCESS COVENANTS, CONDITIONS AND RESTRICTIONS

A. Shade Restriction: Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restriction: Any structure or restricted vegetation (solar unfriendly) cannot cast a shadow higher than an imaginary fence 11.5 feet above the solar lot line on solar noon of January 21, when the sun is at an angle of 26 degrees above the horizon. This sun angle at noon on January 21 causes structures, vegetation and other objects to cast a shadow twice as long as their height. The height of the shade point of a structure on the shade restricted lot is limited to 19 feet at the 15 foot rear yard zoning setback in order that the 11.5 foot high "solar fence" at the north property line of the Shade Restricted Lot is not exceeded. These standards assure that a structure built to the 15 foot rear yard zoning setback, on the Solar Lot located to the north, will not be shaded more than 4 feet above grade on its south wall on January 21 at solar noon.

B. Pre-Existing Vegetation: Restricted vegetation (solar unfriendly), which existed when the subdivision was platted is exempt from the provisions of these covenants, conditions and restrictions. Any lot which would be shaded beyond the allowed shade limit by such vegetation shall not be classified as a Solar Lot.

C. Slope Exemption: Any lot with an average finished grade slope along the north-south lot dimension greater than ten (10) percent shall be exempt from the terms and conditions of these covenants, conditions and restrictions.

D. Solar Setback: Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback: Solar Setback (in feet) = [Shade Point Height (in feet) - 11.5'] x 2. Table 1 below shows a few examples of solar setbacks for given shade point heights:

TABLE 1

SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT

<u>Shade Point Height</u>	<u>Solar Height</u>
10'	0'
15'	7'
20'	17'
25'	27'
30'	37'

E. Solar Friendly Vegetation: Certain vegetation is considered "solar friendly" and is not restricted in regards to location on individual lots. Such vegetation is deciduous, dropping its leaves during early fall and regaining them during late spring. Such vegetation also has sparse branching which allows a high level of sunlight to penetrate through. This growth cycle produces shading during summer but allows sun to penetrate during winter. A list of acceptable solar friendly trees is

maintained by the Boise City Public Works and the Community Planning and Development Departments.

ARTICLE III

SOLAR ACCESS RIGHTS, DUTIES AND RESPONSIBILITIES

A. Solar Access Rights: The owner(s) of solar lots shall have a right to unobstructed solar access in accordance with these covenants, conditions and restrictions.

B. Solar Access Duties: The owner(s) of any lot shall not build, install or otherwise allow a structure or non-solar friendly tree on that lot to cast more shade at their solar lot line than permitted under these solar access covenants, restrictions and conditions.

ARTICLE IV

MISCELLANEOUS

A. Enforcement and Non-Waiver. Any lot owner, or homeowner association, whether or not directly affected, shall have the right to enforce, by any proceeding at law or in equity, any violation or threatened violation of a provision of this Declaration. The failure of any person to enforce any covenant or restriction herein contained shall not be deemed a waiver of the rights granted herein. Waiver of one breach does not constitute waiver of any other breach. There can be no waiver of the right to solar access created by this Declaration.

B. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

C. Duration and Applicability to Successors: This Declaration of Solar Covenants, Conditions and Restrictions shall be in effect perpetually, shall run with the land and shall inure to the benefit of and be binding upon the Declarant and all lot owners in the subdivision and their successors in interest.

D. Amendment: This Declaration of Solar Covenants, Conditions and Restrictions may be amended by the vote or written consent of the owners of a majority of the lots in the subdivision affected by such amendment PROVIDED the amendment a) does not reduce the amount of solar access protection provided to the subdivision; and b) the amendment is approved in writing by the City of Boise.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this 5th day of March, 1997.

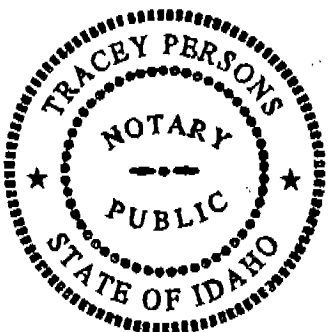
HOWELL-MURDOCH DEVELOPMENT CORPORATION

By Kevin Howell
Kevin Howell, President

STATE OF IDAHO,)
 (ss.
COUNTY OF ADA,)

On this 5th day of March, 1997, before me, the undersigned a Notary Public in and for said State, personally appeared Kevin Howell, known or identified to me to be the President of Howell-Murdock Development Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tracey Persons
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 9-29-99

BYLAWS
OF
MAHOGANY PARK NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE 1. GENERAL PLAN OF OWNERSHIP

Section 1.1 Name. The name of the corporation is Mahogany Park Neighborhood Association, Inc. (the "Corporation"). The principal office of the Corporation shall be located at 1087 W. River, Ste. 250, Boise, Ada County, Idaho 83702.

Section 1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the Mahogany Park Subdivision (and any other lands annexed and joined with the Mahogany Park Subdivision Covenants, Conditions and Restrictions) (hereinafter called the "Property"), a subdivision located in the County of Ada, State of Idaho, generally provided for in the Declaration of Covenants, Conditions and Restrictions for Mahogany Park Subdivision and the amendments and supplements thereto, recorded or to be recorded in the office of the County Recorder, Ada County, Idaho ("Declaration").

Section 1.3 Personal Application. All present and future Owners and their tenants, future tenants, employees, and any other person that might use the facilities owned and/or managed by the Corporation in any manner, are subject to the regulations set forth in these Bylaws, and in the Declaration. The mere acquisition or rental of any of the Building Lots of the Property or the mere act of occupancy of any of the Building Lots will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE 2. VOTING, MAJORITY OF DELEGATES, QUORUM, PROXIES

Section 2.1 Voting. Except for the Class B Membership as provided for in the Articles of Incorporation and the Declaration, and except as may be otherwise provided in the Declaration, each Member shall be entitled to one vote for each Building Lot owned by such Member. One lot, one vote.

Section 2.2 Majority of Members. As used in these Bylaws, the term "Majority of Members" shall mean those Members representing fifty-one percent (51%) of the voting power of each class of Membership in the Corporation combined.

Section 2.3 Quorum. Except as otherwise provided in these Bylaws, the Articles of Incorporation or the Declaration, the presence in person or by proxy of the Class B Member, and the presence in person or by proxy of the Class A Members holding at least ten percent (10%) of the total votes entitled to be cast shall constitute a quorum of the Membership. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease after completion of the meeting of which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

ARTICLE 3. ADMINISTRATION

Section 3.1 Responsibilities. The Corporation shall have the responsibility of administering the Common Area owned and/or managed by the Corporation, if any, approving the annual budget, establishing and collecting all assessments, if any, and may arrange for the management of the same pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the Manager, as defined below. Except as otherwise provided, decisions and resolutions of the Corporation shall require an affirmative vote of a Majority of Members present at an annual or special meeting of the Corporation at which a quorum is present or written consent of a Majority of Members of the Corporation.

Section 3.2 Place of Meetings. Meetings of the Corporation shall be held on the Property or such other suitable place as close to the Property as practicable in Ada County as may be designated by the Board of Directors, and shall be conducted in accordance with Robert's Rules of Order.

Section 3.3 Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At each annual meeting there shall be elected by ballot

of the Members a Board of Directors in accordance with the requirements of these Bylaws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting, and at the second annual meeting, and annually thereafter, Directors shall be elected for a term of one (1) year beginning with such annual meeting. In the event that an annual meeting is not held, or the Directors are not elected at such annual meeting, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. The Members may also transact such other business of the Corporation as may properly come before them at any such annual meeting.

Section 3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Corporation as directed by resolution of the Board of Directors, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these Bylaws, and shall state the nature of the business to be undertaken.

Section 3.5 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Corporation, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, to each Member of record, and any person in possession of a Building Lot, at least ten (10) but not more than thirty (30) days prior to such meeting at the address of the lot in the subdivision. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section 3.5, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Property.

Section 3.6 Adjourned Meetings. If any meeting of the Corporation cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least ten percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be

given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 3.7 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Corporation in order of their priority.

Section 3.8 Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Corporation, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3.9 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made party of the minutes of the meeting.

Section 3.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The Property, business and affairs of the Corporation shall be governed and managed by a Board of Directors composed of at least three (3) persons, who need not be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed

to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

Section 4.2 Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Corporation, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners; provided, however, that prior to the first annual meeting of the Corporation, the Board of Directors shall not enter into any management service contract for a term in excess of one (1) year without the approval of a Majority of Members, unless such contract contains reasonable provisions for cancellation (such as upon sixty (60) days written notice by the Corporation following one (1) year from the date of commencement of such contract).

Section 4.3 Special Powers and Duties. Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration, and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board of Directors.

(b) To conduct, manage and control the affairs and business of the Corporation, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Declaration, and these Bylaws, as the Board of Directors may deem necessary or advisable.

(c) To change the principal office for the transaction of the business of the Corporation from one location to another within the County of Ada, State of Idaho, as provided in Article 1 hereof; to designate any place within said County for the holding of any annual or special meeting or meetings of the Corporation consistent with the provisions of Section 3.2 hereof; and to adopt and use a corporation seal and to alter the form of such seal from time to time as the Board of Directors in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and

delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however, to the limitations set forth in the Articles of Incorporation and the Declaration.

(e) To fix and levy from time to time Regular Assessments, Special Assessments, and Limited Assessments upon the Owners, as provided in the Declaration; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Corporation, and of the taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Corporation, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Corporation for the general benefit and welfare of the Owners, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided adequate reserves for replacements as the Board of Directors shall deem to be necessary or advisable in the interest of the Corporation or welfare of the Owners. The funds collected by the Board of Directors from the Owners, attributable for replacement reserves, for maintenance recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Owners and shall not be commingled with other Assessments collected from the Owners. Such Regular Assessments, Special Assessments and Limited Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration.

(f) To enforce the provisions of the Declaration covering the Property, these Bylaws or other agreements of the Corporation.

(g) To contract for and pay for, casualty, blanket, liability, malicious mischief, vandalism and other insurance, insuring the Owners, the Corporation, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without

limitation, medical expenses of persons injured on the Property, and to bond the agents and employees of any management body, if deemed advisable by the Board of Directors.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area or any common facilities including but not limited to pressurized irrigation systems, if any, and to contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area, if any, and to employ personnel necessary for the operation of the Common Area, if any, including legal and accounting services, and to contract for and pay for improvements and any recreational facilities on the Common Area, if any. In case of damage by fire or other casualty to the property owned and/or managed by the Corporation, if insurance proceeds exceed Twenty-Five Thousand Dollars (\$25,000), or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Five Thousand Dollars (\$5,000), then the Board of Directors shall obtain firm bids from two or more responsible contractors to rebuild any portion of the said property in accordance with the original plans and specifications with respect thereto, and shall, as soon as possible thereafter, call a special meeting of the Corporation to consider such bids. At such special meeting, the Members may by three-fourths (3/4) of the voting power cast, elect to reject such bids and thus not to rebuild. Failure to thus reject such bids shall be deemed acceptance of such bid as may be selected by the Manager.

(i) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Property and to enter into any cooperative irrigation, irrigation system, or water agreements.

(j) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Corporation may be distributed upon liquidation or dissolution according to the Articles of Incorporation of the Corporation unless such assets shall be distributed to Owners of Building Lots as more particularly provided in the Articles of Incorporation. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Corporation, and after distribution of all property held or acquired by the Corporation under the terms of a specific trust or trusts.

(k) To adopt, amend, and repeal by majority vote of the Board of Directors, rules and regulations as to the Corporation

deemed reasonable and necessary.

(1) To pay all real and personal property taxes and assessments levied against the Common Area owned or managed by the Corporation.

Section 4.4 Management Agent. The Board of Directors may contract or employ for the Corporation a management agent ("Manager") at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Section 4.3 hereof.

Section 4.5 Nomination, Election and Term of Office. Nomination for election to the Board of Directors shall be made by a nomination committee. Nominations may also be made from the floor at the annual meeting. The nomination committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nomination committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

At the annual meeting of the Corporation, and thereafter at each annual meeting of the Corporation, new Directors shall be elected by secret written ballot by a Majority of Members present at such meeting as provided in these Bylaws. Cumulative voting is not permitted. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve.

Section 4.6 Books, Financial Statements and Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Corporation in a manner consistent with generally accepted

accounting principles. An annual operating statement reflecting income and expenditures of the Corporation shall be distributed to each Member within ninety (90) days after the end of each fiscal year, and to first mortgagees who have in writing requested notice of Corporation proceedings.

Section 4.7 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place.

Section 4.8 Removal of Directors. At any regular or special meeting of the Corporation duly called, any one or more of the Directors may be removed with or without cause by a Majority of Members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

Section 4.9 Organization Meeting. The first regular meeting of a newly elected Board of Directors shall be held within ten (10) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 4.10 Other Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meetings, unless the time and place of such meetings is announced at the organization meeting, in which case such notice of other regular meetings shall not be required.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. At least two (2) days, notice shall be given to each Director, personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Corporation, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

Section 4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Corporation or made a part of the minutes of the meeting.

Section 4.13 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.15 Committees. The Board of Directors, by resolution, may from time to time designate such committees as the Board of Directors shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee shall provide for the appointment of its members, as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administration matters as deemed appropriate by the Board of Directors.

ARTICLE 5. OFFICERS

Section 5.1 Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in the Board of Directors' judgment may be necessary. One person may hold two or more offices, except those offices of President and Secretary.

Section 5.2 Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the Organizational Meeting of each new Board of Directors, and each officer shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified.

Section 5.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.4 Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. No officer, employee or Director of Grantor or any affiliate of Grantor may receive any compensation.

Section 5.5. Special Appointment. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5.6. President. The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Corporation. The President shall be ex officio a member of all standing committees, and the President shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.7. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or these Bylaws.

Section 5.8. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Corporation at the principal office of the Corporation or such other place as the Board of Directors may order. The Secretary shall keep the seal of the Corporation in safe custody and shall have charge of such books and papers as the Board of Directors may direct, and the Secretary shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Corporation and of the Board of Directors required by these Bylaws or by law to be given. The Secretary

shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner, listing the names and addresses of the Owners, and any person in possession of a Building Lot that is not an Owner, as furnished to the Corporation and such book shall be changed only at such time as satisfactory evidence or a change in ownership of a Building Lot is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.9. Treasurer. The Treasurer shall have responsibility for the Corporation funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Property owned by the Corporation, tax records and business transactions of the Corporation including accounts of all assets, liabilities, receipts and disbursements, all in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE 6. OBLIGATIONS OF OWNERS

Section 6.1 Assessments.

(a) All Owners are obligated to pay, in accordance with the provisions of the Declaration, all Assessments imposed by the Corporation to meet all expenses of the Corporation, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, as more fully provided in these Bylaws. Except as otherwise provided in the Declaration, the Assessments shall be made equally per Building Lot for all Members of the Corporation obligated to pay such Assessment. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid plus other costs and expenses as set out in the Declaration.

(b) All delinquent Assessments shall be enforced,

collected or foreclosed in the manner provided in the Declaration.

Section 6.2 Maintenance and Repair.

(a) Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot as required under the provisions of the Declaration. As further provided in the Declaration, all plans for alterations and repair of improvements on the Property must receive the prior written consent of the Architectural Committee. The Architectural Committee shall establish reasonable procedures for the granting and denial of such approval in accordance with the Declaration.

(b) As further provided in the Declaration, each Owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any portion of the Property owned or controlled by the Corporation which are damaged through the fault of the Owner, and each Owner shall promptly reimburse the Corporation for the costs of repairing, replacing and/or maintaining that portion of the Property which the Corporation has repaired, replaced or maintained pursuant to the Declaration. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Bylaws or the Declaration.

ARTICLE 7. AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Corporation at an annual meeting or at a duly constituted meeting of the Corporation for such purpose as provided in the Articles of Incorporation. No amendment to these Bylaws shall take effect unless approved by at least a Majority of Members or such other percentage as herein otherwise provided.

ARTICLE 8. MEANING OF TERMS

Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration including, without limitation, "Articles", "Assessments", "Association", "Building Lot", "Common Area", "Grantor", "Class A Member", "Class B Member", and "Owners."

ARTICLE 9. CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but

all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these Bylaws the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Section 10.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Corporation; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

Section 10.2 Indemnification. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Corporation or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such persons' duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

Section 10.3 Expenses in Successful Defense. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 10.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(b) Approval or ratification by the affirmative vote of a Majority of Members entitled to vote represented at a duly held meeting of the Corporation at which a quorum is present or by the written consent of a Majority of Members entitled to vote. For purposes of determining the required quorum of any meeting of the Corporation called to approve or ratify indemnification of an agent and the vote or written consent required therefor, an agent who is a Member to be indemnified shall not be entitled to vote thereon;

(c) The court in which such proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation; or

(d) Independent legal counsel in written opinion, engaged at the direction of a quorum of disinterested directors.

Section 10.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 10.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3 or paragraph (c) of Section 10.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, a resolution of the Board of Directors or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

Section 10.7 Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 11. MISCELLANEOUS

Section 11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 11.2 Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or

to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.

Section 11.3 Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 11.4 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Section 11.5 Membership Book. The Corporation shall keep and maintain in the Corporation's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred, and the new Owner shall be incorporated into the book in accordance with the provisions of the Declaration and the Articles of Incorporation.

CONSENT OF DIRECTORS OF
Mahogany Park NEIGHBORHOOD ASSOCIATION, INC.
IN LIEU OF MEETING

The undersigned, constituting all of the Directors of Mahogany Park Neighborhood Association, Inc., an Idaho nonprofit corporation (the "Corporation"), do hereby consent to adopt and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, That the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Corporation and that the same do now constitute the Bylaws of the Corporation.

This Consent of Directors of Mahogany Park Neighborhood Association, Inc. in Lieu of Meeting shall be effective the 5th day of March, 1997.

Kevin Howell
Kevin Howell, Director

Donald Minigar
Donald Minigar, Director

Chuck Rosco
Chuck Rosco, Director

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Mahogany Park Neighborhood Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 18 pages including this page constitute the Bylaws of Mahogany Park Neighborhood Association, Inc., and were duly adopted by the Board of Directors pursuant to that "Consent of Directors of Mahogany Park Neighborhood Association, Inc. in Lieu of First Meeting" dated effective the 5th day of March, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Corporation effective the 5th day of March, 1997.

Chuck Rosco
Chuck Rosco, Secretary

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAHOGANY PARK SUBDIVISION

Declarant, Howell-Murdoch Development Corporation, an Idaho Corporation, the owner of that real property legally described in that Declaration of Covenants, Conditions and Restrictions for Mahogany Park recorded in Ada County on the 5th day of March, 1997 as Instrument Number 97017065, and pursuant to the amendment powers contained in Section 11.2.1 of that Declaration, hereby amends that declaration as follows:

Amendment: Section 4.3.26 of the Declaration is deleted in its entirety.

Upon the recording of this FIRST AMENDMENT, Section 4.3.26 in the Declaration shall have no further force or effect.

IN WITNESS WHEREOF, the Declarant hereto has set its hand this 5th day of August, 1997.

HOWELL-MURDOCH DEVELOPMENT 97062595
CORPORATION

By Kevin Howell
Kevin Howell, President

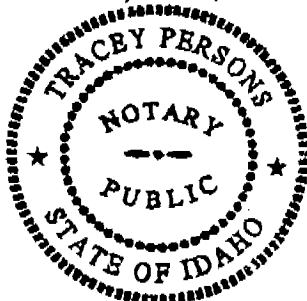
ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

STATE OF IDAHO,)
(ss.
COUNTY OF ADA,)

Howell-Murdoch
'97 AUG 5 PM 4 09
FEE 3.00 D. Hall
RECORDED AT THE REQUEST OF

On this 5th day of August, 1997, before me, the undersigned a Notary Public in and for said State, personally appeared Kevin Howell, known or identified to me to be the President of Howell-Murdoch Development Corporation, the corporation that executed the instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tracey Persons
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 9-29-99